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**AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM  
LEHMAN PROGRAM SECURITY**

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **Credito Valtellinese S.p.A.** ("Seller"), acting on behalf of one or more of its customers (the "Customers") hereby unconditionally and irrevocably sells, transfers and assigns to **Banco di Desio e della Brianza S.p.A.** acting on behalf of one or more of its customers (together with its customers, the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the nominal amount of the security identified by ISIN code **XS0176153350** and **XS0213416141** specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number **56743** filed by or on behalf of Seller (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller and its Customers relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller and its Customers' right, title and interest in, to and under the transfer agreements, if any, under which Seller and Customer(s) or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller and its Customer owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; and (f) neither Seller nor its Customer has engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser

as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 22\_\_\_\_\_ day of \_\_\_October\_\_\_ 2018.

CREDITO VALTELLINESE S.p.A.

**CREDITO VALTELLINESE S.p.A.**

By: L'Amministratore Delegato  
Rag. Mauro Selveti

Title: Chairman

Name:

Piazza Quadrivio, 8

23100 Sondrio (Italy)

Attn: Cinzia Gerna  
phone 0039 0342/522526  
fax 0039 0342/522572  
email gerna.cinzia@creval.it

BANCO DI DESIO E DELLA BRIANZA S.P.A.

By: Dott. Alberto RE  
Head of Financial Department  
Banco di Desio e della Brianza S.p.A.

Title:

Via Rovagnati, 1  
20832 Desio ( Mb )

Attn: Stefania Mazzonello  
phone 0039 0362 6133547  
fax  
email s.mazzonello@bancodesio.it



...in the event of a transfer of the Transferred Claims, and that the parties shall be bound by the terms of the Transfer Agreement in respect of the Transferred Claims in the event of a transfer of the Transferred Claims to the Purchaser.

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BANCO DI DESIO E DELLA BIRRA S.p.A.

Dott. Alberto RE  
Head of Financial Department  
Banco di Desio e della Birra S.p.A.

Via Rovagnati  
20122 (MI)

email: amazzoni@bancodesio.it  
phone: 030 1265 813347  
fax: 030 1265 813347

CREDITO VALLELLINSE S.p.A.

CREDITO VALLELLINSE S.p.A.

Amministratore Delegato  
Credito Vallesellinese S.p.A.

Nome: \_\_\_\_\_

Cognome: \_\_\_\_\_

Via: \_\_\_\_\_

CAP: \_\_\_\_\_

Città: \_\_\_\_\_

Prov.: \_\_\_\_\_

Telefono: \_\_\_\_\_

Fax: \_\_\_\_\_

email: \_\_\_\_\_



Schedule 1

Transferred Claims

Purchased Claim

USD 24,971.51 of USD 7,691,071.99 (the outstanding amount of XS0176153350 and XS0213416141 as described in the Proof of Claim as of October 29, 2009)

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Maturity	Accrued Amount (as of Proof of Claim Filing Date)
LEHMAN B.TS 03/13 TV	XS0176153350	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 7.000,000 (equivalent to USD 9,905.70 )	09/15/2008	EUR 7.232,83 (equivalent to USD 10,235.18)
LEHMAN B.TS 05/35 TV	XS0213416141	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 10.000,000 (equivalent to USD 14,151 )	09/15/2008	EUR 10.413,63 (equivalent to USD 14,736.33)

CREDITO VALTELLINESE S.p.A.

CREDITO VALTELLINESE SpA

L'Amministratore Delegato

Rag. Mauro Selletti

BANCO DI DESIO E DELLA BRIANZA S.p.A.

Dott. Alberto RE

Head of Financial Department

Banco di Desio e della Brianza S.p.A. ....

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Dott. Vito E.

EXCISE AFTER THE 2ND

**IN THE UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

**Form 210A**

**United States Bankruptcy Court**

**SOUTHERN DISTRICT OF NEW YORK**

In re LEHMAN BROTHERS HOLDINGS INC., et. al., DEBTORS

Case No. 08-13555 (JMP)  
JOINTLY ADMINISTERED

**TRANSFER OF CLAIM OTHER THAN FOR SECURITY**

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a).  
Transferee hereby gives evidence and notice pursuant to Rule 300 1(e)(2), Fed. R. Bankr. P., of the  
transfer, other than for security, of the claim referenced in this evidence and notice.

**Banco di Desio e della Brianza S.p.A.**  
Name of Transferee

**Credito Valtellinese S.p.A**  
Name of Transferor

Name and Address where notices to transferee  
should be sent:

Court Claim # (if known):

Via Rovagnati, 1  
20832 Desio ( Mb )

**56743**

Amount of Claim:  
\$ 12,877,209.68

Date Claim Filed:  
October 29, 2009

Attn: Stefania Mazzonello  
E-mail: s.mazzonello@bancodesio.it

Phone: 0039-0362-613547

Phone: +39 0342522526

Last Four Digits of Acct #: N/A

Last Four Digits of Acct. #: N/A

Name and Address where transferee payments  
should be sent (if different from above):

Phone: *[contatto telefonico del ricevente il pagamento per conto della Banca Cessionaria]*  
Last Four Digits of Acct #: N/A

*[Inserire riferimenti bancari della Banca Cessionaria]*

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of  
my knowledge and belief.

By: Dott. Alberto RE  
Head of Financial Department  
Banco di Desio e della Brianza S.p.A.  
Transferee/Transferee's Agent

Date: 22 October 2018



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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United States District Court

UNITED STATES DISTRICT COURT

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**Dr. Alberto R.**  
Head of Financial Department  
Banco di Sicilia S.p.A.

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

*Penalty for making a false statement:* Fine of up to \$500,000 or imprisonment for up to 5 years, or both 18 U.S.C. §1152 & 3571.





**EVIDENCE OF TRANSFER OF CLAIM**

**TRANSFER AGREEMENT**



Sede legale in via Rovagnati, 1 - 20832 Desio (MB)  
Telefono 0362/613.1 - [www.bancodesio.it](http://www.bancodesio.it)  
Telegrammi Desiobank  
Casella Postale 121 Desio  
Codice Fiscale n. 01181770155  
Partita IVA n. 00705680965  
Iscritta nel Registro delle Imprese di Monza e Brianza  
Capitale sociale Euro 67.705.040,00, i.v.

Aderente al Fondo Interbancario di Tutela dei Depositi e al Fondo Nazionale di Garanzia, iscritta all'Albo delle Banche al cod. ABI n. 3440/5 e Capogruppo del Gruppo Bancario Banco di Desio e della Brianza, iscritto all'Albo dei Gruppi Bancari al n. 3440/5

**UNITED STATES BANKRUPTCY COURT**

**SOUTHERN DISTRICT OF NEW YORK**

**Epiq Bankruptcy Solutions, LLC**

**Attn: Lehman Brothers Holdings Claim Processing Center**

**757 Third Avenue , 3 Floor**

**New York, NY 10017**

Desio, 16 January 2018

**BANCO DI DESIO E DELLA BRIANZA S.P.A.-AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY**

TO: United States Bankruptcy Court/ Southern District of New York

Enclosed please find 2 original copy of Agreement and Evidence of Transfer of Claim Lehman Program Security between Credito Valtellinese S.p.A. ( the Seller ) and Banco di Desio e della Brianza S.p.A. ( The Purchaser ).

Kindly confirm execution once done to the below mentioned email.

Best regards.

A handwritten signature in blue ink, appearing to read "Stefania", written over a large, stylized blue circular mark.

**BANCO DI DESIO E DELLA BRIANZA S.P.A**

**Via E.Rovagnati, 1**

**20832 Desio ( MB )-Italy**

**Stefania Mazzonello**

Head of Middle Office Department

Tel: +39 0362613547

E-mail: [middleoffice@bancodesio.it](mailto:middleoffice@bancodesio.it)

dhl.com

EXPRESS WORLDWIDE **DOX** **DHL**

2018-11-16 MYDHL+ 1.0 / \*30-0821\*

From : BANCO DI DESIO E DELLA BRIANZA SPA  
BANCO DI DESIO E DELLA BRIANZA SPA  
Via Monsignore Erminio Rovagnati, 1

Origin:  
**MIL**

20832 Desio Lombardia  
Italy

Contact: +39362613408

To : EPIQ BANKRUPTCY SOLUTIONS,LLC  
LEHMAN BROS HOLDINGS CLAIM PROC CTR  
757 THIRD AVENUE, 3RD FLOOR  
NEW YORK

Contact:  
LEHMAN BROS HOLDINGS CLAIM PROC CTR  
+16462822400

10017 NEW YORK New York  
United States of America

**S001 US-ZYP-TSS**

Day Time

Ref: TRANSFER OF CLAIMS

Pce/Shpt Weight Piece  
**0,5 kg 1 / 1**

Contents: docs.



Maximum recommended weight 2 kg/4.4 lbs

LIFT TO OPEN / PRESS TO CLOSE

EXPRESS WORLDWIDE

**DOX**

**DHL**

10017 NEW YORK, UNITED STATES

Origin:  
**MIL**

**N001**

**US-ZYP-TSS**

Day Time

Account No 100408885

Date: Pce/Shpt Weight Piece

Ref Code: TRANSFER OF CLAIMS

0.50 / 0.50 KG 1 / 1

Content  
Description

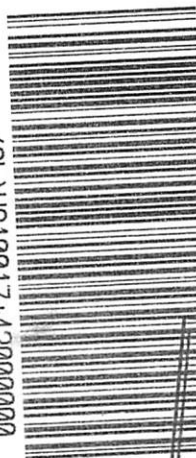


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Materials